

Liberty Terrace
APARTMENTS

SUNSHINE PERIOD

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July 12, 1996

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Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M. Street, NW, Room 222
Washington, DC 20554

RE: RESTRICTIONS ON OVER-THE-AIR RECEPTION DEVICES, CS DOCKET
NO. 96-83: AND PREEMPTION OF LOCAL ZONING REGULATION OF
SATELLITE EARTH STATIONS. 1B DOCKET NO. 95-59.

Dear Mr. Caton:

We write to request clarification regarding the possible effect on our business of the rules proposed in the above dockets. An original and 13 copies of this letter are enclosed for filing in the record. We understand that the proposed rules would invalidate "nongovernmental restrictions" that "impair" a viewer's ability to receive video programming over the air, through a wireless cable or similar system, or by direct broadcast satellite.

Insignia Management Group, L.P. provides property management services for multi-unit, residential apartment buildings with a portfolio consisting of a total of 1,284 properties or 213,433 units in 45 states and 608 cities. Consequently we have entered into hundreds of thousands of leases with our residents. We are concerned that our leases might contain terms that are "nongovernmental restricts" that "impair" viewing, but we do not know how the proposed rules would be applied. This uncertainty could very well create unnecessary disputes with our residents.

We would appreciate your guidance in determining which provisions of our lease contain terms that might be considered "nongovernmental restrictions" or "impairments" under the rules you propose in our circumstances.

Accordingly, we enclose a copy of one of our representative lease forms. Please read it and let us know which terms of the enclosed form would violate either of the proposed rules.

Thank you for your assistance.

Sincerely,


Marie LaFevre
Senior Property Manager

Enclosures



100 Liberty Terrace • Newark, DE 19702 • 302/322-8953 • Fax: 302/322-4067

TDD: 1-800-545-1833 Extension 100



**LEASE AGREEMENT FOR SUBSIDIZED PROGRAMS
SECTION 8 - HUD - LEASE**

1. PARTIES AND DWELLING APARTMENT:

(Name of Apartment Property)

Acting by and through its Managing Agent, **INSIGNIA MANAGEMENT GROUP, LP.**, (hereinafter "Management"), in consideration of and subject to the terms, conditions, and covenants set forth herein, hereby leases unto: _____ (hereinafter "Resident") and Resident leases from Management, Apartment No. _____ ("the Apartment") in the apartment property known as: _____ (the "Property") located at _____.

- 2. LENGTH OF TIME (TERM):** The initial term of this Agreement shall begin on _____ and end on _____. After the initial term ends, the Agreement will continue for successive terms of one _____ each unless automatically terminated as permitted by Paragraph 23 of this Agreement.

- 3. RENT:** The Resident agrees to pay \$ _____ for the partial month ending on _____. After that, the Resident agrees to pay a rent of \$ _____ per month. This amount is due on the 1st day of the month at the above mentioned office address or at such other address as Management shall designate in writing to Resident. The Resident understands that this monthly rent is less than the market (unsubsidized) rent due on this apartment. This lower rent is available either because the mortgage on the Property is subsidized by the Department of Housing and Urban Development (HUD) and/or because HUD makes monthly payments to the Management on behalf the Resident. The amount, if any, that HUD makes available monthly on behalf of the Resident is called the Resident assistance payment and is shown on the "assistance Payment" line of the Certification and Recertification of Tenant Eligibility Form which is Attachment No. 1 to this Agreement.

- 4. CHANGES IN THE RESIDENT'S SHARE OF THE RENT:** The Resident agrees that the amount of rent the Resident pays and/or the amount of assistance that HUD pays on behalf of the Resident may be changed during the term of this Agreement if:
- A. HUD or the Contract Administrator (such as a Public Housing Agency) determines, in accordance with HUD procedures, that an increase in rent is needed;
 - B. HUD or the Contract Administrator changes any allowance for utilities or services considered in computing the Resident's share of the rent;
 - C. the income, the number of persons in the Resident's household or other factors considered in calculating the Resident's rent change and HUD procedures provide that the Resident's rent or assistance payment be adjusted to reflect the change;
 - D. changes in the Resident's rent or assistance payment are required by HUD's recertification or subsidy termination procedures;
 - E. HUD's procedures for computing the Resident's assistance payment or rent change, or;
 - F. the Resident fails to provide information on his/her income, family composition or other factors as required by Management.

The Management agrees to implement changes in Resident's rent or resident assistance payment only in accordance with the time frames and administrative procedures set forth in HUD's handbooks, instructions and regulations related to administration of multifamily subsidy programs. The Management agrees to give the Resident at least 30 days advance written notice of any increase in the Resident's rent except as noted in Paragraphs 11, 15, or 17. The notice will state the new amount the Resident is required to pay, the date the new amount is effective, and the reasons for the change in the rent. The Notice will also advise the Resident that he/she may meet with Management to discuss the rent change.

- 5. CHARGES FOR LATE PAYMENTS AND RETURNED CHECKS:** If the Resident does not pay the full amount of the rent shown in Paragraph 3 by the end of the 5th day of the month, the Management may collect a fee of \$5.00 on the sixth day of the month. Thereafter, the Management may collect \$1.00 for each additional day the rent remains unpaid during the month it is due. Management may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in Paragraph 23. The Management may collect a fee of \$ _____ on the second or each additional time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Resident.
- 6. CONDITION OF DWELLING APARTMENT:** By signing this Agreement, the Resident acknowledges that the Apartment is safe, clean and in good condition. The Resident agrees that all appliances and equipment in the Apartment are in good working order, except as described on the Move-In/Move-Out Report which is Attachment No. 2 to this Agreement. The Resident also agrees that the Management has made no promise to decorate, alter, repair or improve the apartment, except as listed in the Move-In/Move-Out Report.

7. **CHARGES FOR UTILITIES AND SERVICES:** The following charts describe how the cost of utilities and services related to occupancy of the Apartment will be paid. The resident agrees that these charts accurately describe the utilities and services paid by the Management and those paid by the Resident.

A. The Resident must pay for the utilities in column (1). Payments should be made directly to the appropriate utility company. The items in column (2) are included in the Resident's rent.

(1) Put "X" by any utility Resident pays directly	Type of Utility	(2) Put "X" by any utility included in Resident's rent	(3) Show \$ Amount Resident pays to Management in addition to rent
_____	Heat	_____	\$ _____
_____	Lights, Electric	_____	\$ _____
_____	Cooking	_____	\$ _____
_____	Water	_____	\$ _____
_____	Parking	_____	\$ _____
_____	Other (Specify)	_____	\$ _____

B. Resident agrees to pay the Management the amount shown in column (3) on the date the rent is due. Management certifies that HUD has authorized it to collect the type of charges shown in column (3) and that the amounts shown in column (3) do not exceed the amounts authorized by HUD.

8. **SECURITY DEPOSITS:** Resident has deposited \$ _____ with Management. Management will hold this security deposit for the period the Resident occupies the Apartment. After the Resident has moved from the Apartment, Management will determine whether Resident is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures:

- A. Resident will be eligible for a refund of the security deposit only if Resident provided the Management with the 30 day written notice of intent to move required by Paragraph 23 and if the term of this Lease Agreement has been satisfied in accordance with state and federal law.
- B. After the Resident has moved from the Apartment, the Management will inspect the Apartment and complete another Move-In/Move-Out Report. Management will permit Resident to participate in the inspection, if Resident so requests.
- C. Management will refund to Resident the amount of security deposit (plus interest computed at _____ %, beginning _____, if applicable), less any amount needed to pay the cost of:

- (1) unpaid rent;
- (2) damages to the Apartment that are not due to normal wear and tear and are not listed on the Move-In/Move-Out Report;
- (3) charges for late payment of rent and returned checks, as described in Paragraph 5; and
- (4) charges for unreturned keys, as described in Paragraph 9.

D. Management agrees to refund the deposit amount computed in paragraph 8c herein within _____ days after Resident has permanently moved out of the Apartment, returned possession of the Apartment to Management, and given his/her new address to Management. Management will also give Resident a written list of charges that were subtracted from the deposit. If Resident disagrees with Management, concerning the amounts deducted and asks to meet with Management, Management agrees to meet with Resident and informally discuss the disputed charges.

E. If the Apartment is rented by more than one person, they agree that they will work out the details of dividing any refund among themselves. Management may pay the refund to any one Resident identified in Paragraph 1 of this Agreement.

F. Resident understands that he/she is not to use the security deposit for the last month's rent or for repair charges owed in accordance with Paragraph 11 of this Lease Agreement.

9. **KEYS AND LOCKS:** Resident agrees not to install additional or different locks or gates on any doors or windows of the Apartment without the prior written permission of Management. If Management approves Resident's request to install such locks, Resident agrees to provide Management with a key for each lock. When this Lease Agreement terminates, Resident agrees to return all keys of the dwelling Apartment to Management. Management may charge Resident \$ _____ for each key not returned.

10. **MAINTENANCE:**

A. Management agrees to:

- (1) regularly clean all common areas of the Property;
- (2) maintain the common areas and facilities in a safe condition;
- (3) arrange for collection and removal of trash and garbage;
- (4) maintain all equipment and appliances in a safe and working order;
- (5) make necessary repairs with reasonable promptness;
- (6) maintain exterior lighting in good working order;
- (7) provide extermination services, as necessary; and
- (8) maintain grounds and shrubs.

B. Resident agrees to:

- (1) keep the Apartment clean;
- (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- (3) not litter the grounds or common areas of the Property;
- (4) not destroy, deface, damage or remove any part of the Apartment, common areas, or Property grounds;
- (5) give Management prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the Apartment or related facilities; and
- (6) remove garbage and other waste from the Apartment in a clean and safe manner.

11. **DAMAGES:** Whenever damage is caused by carelessness, misuse, or neglect on the part of Resident, his/her family, or visitors, Resident agrees to pay:

- A. the cost of all repairs and do so within 30 days after receipt of Management's demand for the repair charges; and
- B. rent for the period the Apartment is damaged whether or not the Apartment is habitable. Resident understands that HUD will not make assistance payments for any period in which the Apartment is not habitable. For any such period, Resident agrees to pay the HUD-approved market rent rather than Resident's rent shown in Paragraph 3 of this Lease Agreement.

12. **RESTRICTIONS ON ALTERATIONS:** Resident agrees not to do any of the following without first obtaining Management's prior written permission:

- A. change or remove any part of the appliances, fixtures or equipment in the Apartment;
- B. paint or install wallpaper or contact paper in the Apartment;
- C. attach awnings or window guards in the Apartment;
- D. attach or place any fixtures, signs or fences on the building(s), the common areas, or the Property grounds;
- E. attach any shelves, screen doors, or other permanent improvements in the Apartment;
- F. install washing machines, dryers, fans, heaters or air conditioners in the Apartment, or;
- G. place any aerials, antennas, or other electrical connections on the Apartment.

13. **GENERAL RESTRICTIONS:** Resident must live in the Apartment and the Apartment must be the Resident's only place of residence. Resident shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Certification and Recertification of Tenant Eligibility. Resident agrees to permit other individuals to reside in the Apartment only after obtaining the prior written approval of Management. Resident agrees not to:

- A. sublet or assign the Apartment, or any part of the Apartment;
- B. use the Apartment for unlawful purposes;
- C. engage in or permit unlawful activities in the Apartment, in the common areas or on the Property grounds;
- D. have pets or animals of any kind in the Apartment without the prior written permission of Management; or
- E. Make or permit noises or acts that will disturb the rights or comfort of neighbors. Resident agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.
- F. The Resident agrees that the Resident and members of the Resident's household must not engage in or permit:
 - (1) any criminal activity, including drug-related criminal activity, whether in the Apartment or elsewhere on or near the Property; or
 - (2) any other unlawful activity in the Apartment or on the Property.
 - (3) conduct which threatens, harasses or intimidates any Insignia personnel.

14. **RULES:** Resident agrees to obey the Community Policies, a copy of which is attached hereto as Attachment 3, to this Agreement. Resident agrees to obey additional rules established after the effective date of this Agreement if:
- A. the rules are reasonably related to the safety, care and cleanliness of the Property's buildings and the safety, comfort and convenience of the Residents; and
 - B. Resident receives written notice of the proposed rule at least 30 days prior to the rule being enforced.
 - C. **Unlawful Activities** - "Notwithstanding any other provision of this Lease, the Resident, members of the Resident's household, guests of the Resident and other persons under the Resident's control shall not engage in unlawful activities, including drug-related criminal activity, in the Resident's Apartment on or near the property premises and such unlawful activity shall be cause for "Termination of Residency". Drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession of a controlled substance as defined in Section 102 of the United States Controlled Substance Act, 21 U.S., Code Section 802. Criminal conviction under federal, state or local law shall not be a precondition for "Termination of Residency".
15. **REGULARLY SCHEDULED RECERTIFICATION:** Every year around the _____ day of _____, Management will request Resident to report the income and composition of Resident's household and to supply any other information required by HUD for the purposes of determining Resident's rent and assistance payment, if any. Resident agrees to provide accurate statements of this information and to do so by the date specified in Management's request. Management will verify the information supplied by Resident and use the verified information to recompute the amount of Resident's rent and assistance payment, if any.
- A. If Resident does not submit the required recertification information by the date specified in the Management's request, Management may impose the following penalties. Management may implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations, handbooks and instructions related to the administration of multifamily subsidy programs.
 - (1) Require Resident to pay the higher, HUD-approved market rent for the Apartment.
 - (2) Implement any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by Paragraph 4 of this Agreement.
 - B. Resident may request to meet with Management to discuss any change in rent or assistance payment resulting from the recertification processing. If Resident requires such a meeting, Management agrees to meet with Resident and discuss how Resident's rent and assistance payment, if any, were computed.
16. **REPORTING CHANGES BETWEEN REGULARLY SCHEDULED RECERTIFICATION:**
- A. If any of the following changes occur, Resident agrees to advise Management immediately:
 - (1) Any household member moves out of the Apartment.
 - (2) An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
 - (3) The household's income cumulatively increases by \$40.00 or more a month.
 - B. Resident may report any decrease in income or any change in other factors considered in calculating Resident's rent. Unless Management has confirmation that the decrease in income or change in other factors will last less than one month, Management will verify the information and make the appropriate rent reduction. However, if Resident's income will be partially or fully restored within two months, Management may delay the certification process until the new income is known, but the rent reduction will be retroactive and Management may not evict resident for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. Resident has thirty days after receiving written notice of any rent due for the above described time period to pay or Management can evict for nonpayment of rent. (Revised 3/22/89)
 - C. If Resident does not advise Management of these interim changes, Management may increase Resident's rent to the HUD-approved market rent. Management may do so only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions on the administration of multifamily subsidy programs.
 - D. Resident may request to meet with Management to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If resident requests such a meeting, Management agrees to meet with Resident and explain how Resident's rent or assistance payment, if any, was computed.

17. **REMOVAL OF SUBSIDY:**
- A. The Resident understands that assistance made available on his/her behalf may be terminated if events in either items 1 or 2 below occur. Termination of assistance means that the Management may make the assistance available to another Resident and Resident's rent will be recomputed. In addition, if Resident's assistance is terminated because of criterion (1) below, the Resident will be required to pay the HUD-approved market rent for the Apartment.
 - (1) The Resident does not provide the Management with the information or reports required by paragraph 15 or 16 within 10 calendar days after receipt of the Management's notice of intent to terminate the Resident's assistance
 - (2) The amount the Resident would be required to pay towards rent and utilities under HUD rules and regulations equals the Total Tenant Payment shown on Attachment 1.
 - B. The Management agrees to give Resident written notice of the proposed termination. The notice will advise Resident that, during the 10 calendar days following the date of the notice, he/she may request to meet Management to discuss the proposed termination of assistance. If Resident requests a discussion of the proposed termination, Management agrees to meet with Resident.
 - C. Termination of assistance shall not affect Resident's other rights under this Agreement, including the right to occupy the Apartment. Assistance may be subsequently be reinstated if the Resident submits the income or other data required by HUD procedures, the Management determines the Resident is eligible for assistance, and assistance is available.
18. **RESIDENT OBLIGATION TO REPAY:** If the Resident submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or other factors as required by Paragraph 16 of this Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formulas, Resident agrees to reimburse Management for the difference between the rent he/she should have paid and the rent he/she was charged. Resident is not required to reimburse Management for undercharges caused solely by Management's failure to follow HUD's procedures for computing rent or assistance payments.
19. **SIZE OF DWELLING:** The Resident understands that HUD requires Management to assign apartments according to the size of the legal household members. If Resident is or becomes eligible for a different size apartment and the required size apartment becomes available, Resident agrees to:
- A. Move within 30 days after Management notifies him/her that an apartment of the required size is available within the Property; or
 - B. Remain in the same apartment and pay the HUD-approved market rent.
20. **ACCESS BY MANAGEMENT:** Management agrees to enter the Apartment only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the Apartment, and to enter the Apartment only after receiving Resident's consent to do so, except when emergency situations make such notice impossible or except under provision (c) below:
- A. Resident agrees to permit Management, his/her agents or other persons, when authorized by Management, to enter the Apartment for the purpose of making reasonable repairs or periodic inspections.
 - B. After Resident has given a notice of intent to move, Resident agrees to permit Management to show the Apartment to prospective residents during reasonable hours.
 - C. If Resident moves before this Agreement ends, Management may enter the Apartment to decorate, remodel, alter or otherwise prepare the Apartment for re-occupancy.
21. **DISCRIMINATION PROHIBITED:** The Management agrees not to discriminate based upon race, color, religion, creed, national origin, sex, age, handicap, membership in a class, such as unmarried mothers or recipients of public assistance, or because there are children in the family.
22. **CHANGE IN RENTAL AGREEMENT:** Management may with the prior approval of HUD change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. Management must notify Resident of any change and must offer Resident a new agreement or an amendment to the existing Agreement. Resident must receive the notice at least 60 days before the proposed effective date of the change. Resident may accept the changed terms and conditions by signing the new agreement or the amendment to the existing Agreement and returning it to Management. Resident may reject the changed terms and conditions by giving the Management written notice that he/she intends to terminate the residency. Resident must give such notice at least 30 days before the proposed change will go into effect. If Resident does not accept the amended agreement, Management may require Resident to move from the Property as provided in Paragraph 23.

23. **TERMINATION OF RESIDENCY:**

- A. To terminate this Agreement, Resident must give Management 30 days written notice before moving from the Apartment. If Resident does not give the full 30-day notice, Resident shall be liable for rent up to the end of the 30 days for which notice was required or to the date the Apartment is re-rented, whichever date comes first.
- B. Any termination of this Agreement by Management must be carried out in accordance with HUD regulations, State and local law, and the terms of this Agreement. Management may terminate this Agreement only for:
- Resident's material noncompliance with the terms of this Agreement;
 - Resident's material failure to carry out obligations under any State Landlord and Tenant Act; or
 - Criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or any drug-related criminal activity on or near such premises, engaged in by a Resident, any member of the Resident's household, or any guest or other person under the Resident's control; or
 - other good cause, which includes but is not limited to the Resident's refusal to accept the Management's proposed change to this Agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term material noncompliance with the lease includes: (1) one or more substantial violations of the lease; (2) repeated minor violations of the lease that: (a) disrupt the livability of the property, (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related property facilities, (c) interfere with the management of the property, or (d) have an adverse financial effect on the property, (3) failure of the tenant to timely supply all required information on the income and composition, or eligibility factors, of the tenant household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), or to knowingly provide incomplete or inaccurate information; and (4) non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.

- C. If Management proposes to terminate this Agreement, Management agrees to give Resident written notice of the proposed termination. If Management is terminating this Agreement for "other good cause", the termination notice must be mailed to the Resident and hand-delivered to the premises in manner required by HUD at least 30 days before the date the Resident will be required to move from the Apartment. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. Any HUD required notice period may run concurrently with any notice period required by State or local law.

All termination notices must:

- specify the date this Agreement will be terminated;
 - state the grounds for termination with enough detail for Resident to prepare a defense;
 - advise Resident that he/she has 10 days within which to discuss the proposed termination of residency with Management. The 10 day period will begin on the earlier of the date the notice was hand-delivered to the Apartment or the day after the date the notice is mailed. If Resident requests the meeting, Management agrees to discuss the proposed termination with Resident; and
 - advise Resident of his/her right to defend the action in court.
- D. If an eviction is initiated, Management agrees to rely only upon those grounds cited in the termination notice required by Paragraph (C).

24. **HAZARDS:** Residents shall not undertake, or permit his/her family or guest to undertake, any hazardous acts or do anything that will increase the Property's insurance premiums. Such action would constitute a material noncompliance with the terms of this Agreement. If the Apartment is damaged by fire, wind, or rain, to the extent that the Apartment cannot be lived in and the damage is not caused or made worse by Resident, Resident will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the Apartment has been repaired to a liveable condition.
25. **PENALTIES FOR SUBMITTING FALSE INFORMATION:** Knowingly giving the Management false information regarding income or other factors considered in determining Resident's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, the Resident could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.
26. **CONTENTS OF THIS AGREEMENT:** This Agreement and its attachments make up the entire agreement between Resident and Management regarding the Apartment. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both Management and Resident will continue to be bound by them.
27. **PERSONS WITH DISABILITIES IN NON-ACCESSIBLE APARTMENTS:** In accordance with the Rehabilitation Act of 1973 Section 504, paragraph 8.27, a waiver is granted to house a person with disabilities in a non-accessible Apartment. When an appropriate size accessible apartment becomes available for occupancy, you will be notified. Should you wish to transfer, you may do so at your own expense, and the transfer must be effected within thirty days of notification. The intent of Management is to try to accommodate whenever and wherever feasible. Resident(s) must initial here if this paragraph is applicable. _____

28. **PERSONS WITHOUT DISABILITIES IN ACCESSIBLE APARTMENTS:**

In accordance with the Rehabilitation Act of 1973 Section 504, paragraph 8.27, a waiver is granted to house person(s) without disabilities in an accessible apartment. Be advised that when a household with person(s) with disabilities becomes eligible for occupancy, you will be required to transfer to the first available appropriate size apartment at your own expense and the household with person(s) with disabilities will be housed in the accessible apartment. Resident(s) must initial here if this paragraph is applicable.

29. **LIVE-IN AIDE/ATTENDANT:**

Any person who resides in an apartment to provide live-in services with management approval agrees to:

- 1) abide by all the terms of this Lease Agreement, including, but not limited to, Attachment No. 3, Community Policies.
- 2) to vacate when the Resident does relinquish legal possession of the Apartment.
- 3) **IN THE EVENT;** the Aide/Attendant does not vacate the Apartment, Management will seek possession of the Apartment by due process of law.

AIDE/ATTENDANT

AIDE/ATTENDANT

30. **LAWSUITS:**

In the event an attorney is retained to enforce the terms and conditions of this Lease Agreement by court action, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs. If prior judgement in an action brought by Management, Resident seeks reinstatement of the Lease Agreement under State laws, Management may recover, in addition to unpaid rent, reasonable attorney's fees and court cost as provided by law.

31. **WAIVER OF LEASE PROVISION:**

Failure of Management to insist upon strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Managements right thereafter to enforce any such term, covenant or condition, but the same shall continue in full force and effect.

32. **DRUG-FREE HOUSING:**

1. Resident, any member of the Resident's household, or guest or other person under the Resident's control shall not engage in criminal activity including drug related criminal activity, on or near property premises. "Drug-related criminal activity" means illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).
2. Resident, any member of the Resident's household, or guest or other person under the Resident's control **shall not engage in any act intended to facilitate criminal activity**, including drug-related criminal activity, on or near property.
3. Resident or members of the Resident's household **will not permit the dwelling apartment to be used for, or to facilitate, criminal activity**, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident or members of the Resident's household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near the property or otherwise.
5. Resident, any member of the Resident's household, or guest or other person under the Resident's control **shall not engage in acts of violence or threats of violence**, including, but not limited to, the unlawful discharge of firearms, on or near the property.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.**

A single violation of any of the provisions of this paragraph shall be deemed a serious violation and a material noncompliance with this Lease. It is understood and agreed that a single violation shall be good cause of termination of this Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

33. **ATTACHMENTS TO THE AGREEMENT:**

Resident certifies that he/she has received a copy of this Agreement and the following Attachments to this Agreement and understands that these Attachments are part of this Agreement.

- A. **Attachment No. 1** - Form HUD-50059, Certification and Recertification of Tenant Eligibility
- B. **Attachment No. 2** - Move-In / Move-Out Report
- C. **Attachment No. 3** - Community Policies
- D. **Attachment No. 4** - Lead-Base Paint (If applicable)

SIGNATURES

RESIDENT

1. BY _____ DATE SIGNED _____

2. _____ DATE SIGNED _____

3. _____ DATE SIGNED _____

MANAGEMENT

INSIGNIA MANAGEMENT GROUP, L.P., MANAGING AGENT FOR THE OWNER

BY: _____ DATE SIGNED _____

I/WE OPERATE IN ACCORDANCE WITH THE FAIR HOUSING LAW. I/WE DO NOT DISCRIMINATE AGAINST ANY PERSON IN THE TERMS, CONDITIONS OR PRIVILEGES OF SALE OR RENTAL OF A DWELLING OR IN THE PROVISIONS OF SERVICES OF FACILITIES IN CONNECTION THEREWITH, BECAUSE OF RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN.